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3 **RESOLUTION NO. 2013-25**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
7 **AUTHORIZING THE VILLAGE MANAGER TO**
8 **EXECUTE THE MEMORANDUM OF**
9 **UNDERSTANDING BETWEEN THE VILLAGE OF**
10 **BISCAYNE PARK AND RAIMUNDO ATESIANO;**
11 **PROVIDING FOR AN EFFECTIVE DATE**
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14 WHEREAS, in September 2012, Captain Raimundo Atesiano was promoted to Interim
15 Chief of Police for the Village of Biscayne Park Police Department; and

16 WHEREAS, in March 2013, was officially named Chief of Police; and

17 WHEREAS, Chief Atesiano has and continues to be in good standing with the Village's
18 Police Department and has proven to be a public servant dedicated to protecting and serving the
19 citizens of the Village of Biscayne Park; and

20 WHEREAS, the Village Commission finds it to be in the best interests of the residents
21 of the Village to enter into an employment agreement with Raimundo Atesiano for the position
22 of Chief of Police of the Village of Biscayne Park Police Department and Raimundo Atesiano
23 has agreed to the terms of the agreement as presented.

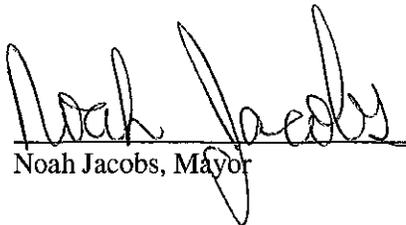
24 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
25 THE VILLAGE OF BISCAYNE PARK, FLORIDA, that

26 **Section 1.** The forgoing "WHEREAS" clauses are hereby ratified and confirmed
27 as being true and correct and are hereby made a specific part of this Resolution upon adoption.

28 **Section 2.** The Village Commission of the Village of Biscayne Park authorizes the
29 Village Manager to execute the Memorandum of Understanding between Village of Biscayne
30 Park and Raimundo Atesiano substantially in the form attached hereto as Exhibit "A".

31 **Section 3.** This Resolution shall be effective upon adoption.

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33 PASSED AND ADOPTED this 23rd day of July, 2013.

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38 Noah Jacobs, Mayor

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42 Attest:
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45 Maria C. Camara, Village Clerk

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

Mayor Jacobs: Yes
Vice Mayor Anderson: Yes
Commissioner Cooper: No
Commissioner Ross: Yes
Commissioner Watts: Yes

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Approved as to form:


Village Attorney

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT (the "Agreement") is made and entered into this 23rd day of July, 2013 between the Village of Biscayne Park (the "Village") and Raimundo Atesiano (the "Employee"), pursuant to the following terms and conditions:

WHEREAS, the Village wishes to continue to employ the Employee as the Chief of Police of the Village; and

WHEREAS, prior to his promotion, the Employee was a fulltime police sergeant; and

WHEREAS, in September 2012 the Employee was promoted to Interim Chief of Police, and in March 2013, was officially named Chief of Police; and

WHEREAS, the Employee is a member in good standing with the Village's Police Department; and

WHEREAS, the Employee wishes to accept continued employment as the Village's Chief of Police, under the terms and conditions set forth herein; now, therefore

Section 1. **DUTIES**

The Village agrees to continue to employ the Employee as the Village's Chief of Police to perform the duties and exercise the powers as prescribed by state law, the Village Charter and the Village Code, and to perform such other legally permissible and proper duties and functions as assigned by the Village Manager from time to time.

Section 2. **TERM**

2.1 This Agreement shall be effective on August 1, , 2013 and the Employee agrees, understands and recognizes that, as Chief of Police, he serves at the pleasure of the Village's Manager.

2.2 In the event that the Village Manager terminates the services of the Employee as Chief of Police, the Employee will revert to the position of police sergeant with all rights and seniority as if the Employee had continuously served in the position of police sergeant; or, at his choice shall receive 20 weeks of severance, health insurance, and up to four hundred (400) hours of accumulated sick leave. The Employee shall not be entitled to revert to the position of police sergeant at the maximum pay range for that position, with all rights and seniority, etc. if he is charged/convicted of a felony and/or ceases to meet the requirements set forth in Chapter 943, Florida Statutes (FDLE).

Section 3. **COMPENSATION**

The Employee shall be paid a salary according to the established pay scale for Police Chief, payable bi-weekly, plus all employee benefits provided under the Bargaining Agreement then in place between the Village and the PBA, including, but not limited to, annual leave, sick leave, holiday leave, cost of living adjustments, longevity pay, and insurance benefits, as may be amended from time to time. The Employee's pay shall be increased annually based on his satisfactory performance appraisal and according to the established pay scale. The Employee shall continue and shall be eligible to participate in the Village's retirement fund. The Employee shall be entitled to participate and receive compensation for

law enforcement activities funded by entities other than the Village provided that these activities are conducted on the Employee's own time and do not interfere with his employment duties with the Village.

Section 4. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties hereto and can only be modified, amended or revoked with the express written consent of all the parties.

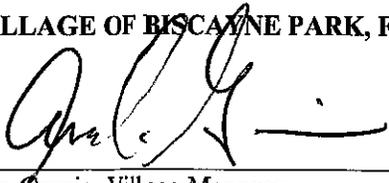
WHEREFORE, the Village and the Employee have caused this Agreement to be signed and executed the day and year first above written.

EMPLOYEE



Raimundo Atesiano

VILLAGE OF BISCAYNE PARK, FL



Ana Garcia, Village Manager

APPROVED AS TO FORM:



John J. Hearn, Village Attorney